The cases cited as authority for this decision are all cases involving questions of agency or brokerage. *Flint & P. M. Ry. Co.* v. *Dewey,* 14 Mich. 478; *Scribner* v. *Collar,* 40 Mich. 375, 29 Am. Rep. 541; *McNamara* v. *Gargett,* 68 Mich. 454, 36 N. W. 218, 13 Am. St. Rep. 355; *Wilbur* v. *Stoepel,* 82 Mich. 344, 46 N. W. 724, 21 Am. St. Rep. 568; *Cleveland* v. *Miller,* 94 Mich. 97, 53 N. W. 961; *Friar* v. *Smith,* 120 Mich. 411, 79 N. W. 663, 46 L. R. A. 229; *Hannan* v. *Prentis,* 124 Mich. 417, 83 N. W. 102; *Hogle* v. *Meyering,* 161 Mich. 472, 126 N. W. 1063. The principle here applied has hitherto had its chief application to agency and brokerage law. *Byrd* v. *Hughes,* 84 Ill. 174, 25 Am. Rep. 442. The relation between physician and patient was regarded by the court in the principal case, as one of a fiduciary character, to which the principle above stated readily lent itself. So far as the writer has been able to ascertain, this is the first instance in which this doctrine has been applied to the situation arising when one physician, acting for his patient, recommends and employs another to give surgical attention or treatment to the patient and, without the patient's knowledge or assent, agrees with such other physician to divide the forthcoming fee. Fee-splitting is a practice which has excited much criticism and adverse comment among many of the medical profession, and the doctrine adopted by the court in the principal case presents a solution for a difficulty which at least one other state (Wisconsin) has found it necessary to remedy by statute, § 4431b, WISCONSIN LAWS 1913.

CONVEYANCING—WHO SHOULD PAY TAXES UNDER A DELIVERY IN ESCROW. —Under a written contract for the sale of land, the plaintiff was to make a second payment on Dec. 1, 1909, and the defendant was then to execute a warranty deed and deposit it in the bank until March 1, 1910, on which date, upon full payment of the balance of the purchase money, the deed was to be delivered and possession surrendered to the plaintiff. After performance by both parties the plaintiff found that the taxes for the year 1909 had not been paid, whereupon he paid them and sued the defendant to recover the amount. By provision of the Code the lien of taxes on real estate attached as against purchasers on Dec. 31 of each year. *Held,* the legal title remained in the defendant until performance of the conditions by the plaintiff, and because the defendant retained both the legal title and possession until Mar. 1, it was his duty to pay the taxes. *Mohr* v. *Joslin,* (Iowa 1913) 142 N. W. 981.

Some of the earlier cases made much of a distinction laid down in SHEPPARD'S TOUCHSTONE and in COKE, between a delivery of the deed to the escrow as the grantor's deed—when it is his deed presently—and a delivery to the escrow as a writing, to be delivered over later as the grantor's deed—when it becomes effective on the second delivery. *Wheelright* v *Wheelright,* 2 Mass. 447; *Hathaway* v. *Payne,* 34 N.Y. 92. But this distinction was discarded as almost entirely nominal in view of the other rules resorted to. *Hatch* v. *Hatch,* 9 Mass. 307. The general rule has long been recognized that an escrow, with conditions to be performed, takes effect from the second delivery. *Wheelright* v *Wheelright,* supra; *Taft* v. *Taft,* 59 Mich. 185, 26 N. W. 426. But there are equally well recognized exceptions, said to be based on necessity

or required by justice, where the nominal title is allowed to relate back to the first delivery to avoid an intervening incapacity in the grantor and thus to sustain the deed. *Jackson* v. *Rowland,* 6 Wend. 666; *Price* v. *Pittsburgh R. Co.,* 34 Ill. 13, * 32; *Bostwick* v. *McEvoy,* 62 Cal. 496; *Davis* v. *Clark,* 58 Kas. 100, 48 Pac. 563. PEARSON, J. pointedly said: "When it can make no difference the deed takes effect from the second delivery, but if it does make a difference, it takes effect from the first delivery." *Hall* v. *Harris,* 5 Ired. Eq. (40 N. C.) 303. But the relation back is not allowed any more effect than is necessary to sustain the deed. *Taft* v. *Taft,* supra; *Prutsman* v. *Baker,* 30 Wis. 644. And the intervening claims of the grantor's creditors are saved. *May* v. *Emerson,* 52 Ore. 262, 96 Pac. 464, 1065. The rule now generally followed is that the deed is not to take effect to pass title to the grantee until he performs the conditions, *Coe* v. *Turner,* 5 Conn. 86; *Regan* v. *Howe,* 121 Mass. 424; *Wolcott* v. *Johns,* 7 Colo. App. 361; *Hull* v. *Sangamon R. D. Dist.,* 219 Ill. 454, 76 N. E. 701; unless the intention of the parties, as manifested by the language of the instrument and their acts, is contrary. *Hathaway* v. *Payne,* supra; *Hall* v. *Harris,* supra; *Gammon* v. *Bunnell,* 22 Utah 421. Such intention was shown when the vendee paid interest on the purchase price from the date of the contract of sale. *Scott* v. *Stone,* 72 Kan. 545.

CORPORATIONS—CONVEYANCE OF CORPORATE PROPERTY AS AFFECTING THE RIGHTS OF CREDITORS.—The president and sole stockholder of defendant corporation was indebted to defendants C and M, to whom the whole property of the corporation was conveyed in satisfaction of this debt of the president. Plaintiff bank, a creditor of defendant corporation, brought this suit to have the conveyance set aside. Defendants appeal from a decree for plaintiff. *Held,* that the conveyance was void as against parties who were creditors of the corporation at that time. *Bear Creek Lumber Co. et al* v. *Second Nat. Bank of Cumberland,* (Md. 1913) 87 Atl. 1084.

It is well settled that corporations and their officers cannot divert the corporate property from the payment of debts, and any transfer of the assets of a corporation not made in the usual course of business and for value will be set aside in equity at the suit of creditors. *Wilkenson* v. *Bauerle,* 41 N. J. Eq. 635, 7 Atl. 514; *Boulton* v. *Smith,* 113 Ill. 481. Thus the corporation has no right, as against its creditors, to apply its assets in satisfaction of debts which it is under no obligation to pay, and there is no distinction between directly giving away its property and using it in the payment of the private debts of its officers (*Nat. Tube Works Co.* v. *Ring etc. Co.,* 118 Mo. 365, 22 S. W. 947); and the authorities make no distinction where the debtor is the sole owner of all the stock of the corporation. For though the ownership of all the stock of the corporation virtually dissolves it (*Bellona Co. Case,* 3 Bland (Md.) 442), yet such sole ownership does not render the corporation dormant or forfeit its charter where its business is continued in the same corporate name, by the same agents, and continues to use the same books, stamps, brands, etc. (*Newton Mfg. Co.* v. *White,* 42 Ga. 148), and in no legal sense can the individual members be considered as the owners. The corporation is a distinct legal entity apart from its members whether there